IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.857 OF 2003
IN
SUMMARY SUIT NO.2252 OF 2003

Ram N. Gupta ....Plaintiff

V/s.

Atul Realty Pvt.Ltd. & Anr. ....Defendants

Ms.S. Lakdawala i/b Kukreja & Co. for the Plaintiff.

Ms.Usha Singh i/b Vyas & Bhalwas & Co. for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 7TH JUNE, 2005.

P.C. :

1. The learned counsel appearing on behalf of the Plaintiff applied for time to file an affidavit in rejoinder. However, in view of the conclusion that I have arrived at, I do not find it necessary for the Plaintiff to file a rejoinder.

2. The suit is filed on the basis of a bill of exchange. The execution of the bill of exchange is not denied.. The only defence is that this Court has no jurisdiction. The averments in paragraph 9 of the

plaint to the effect that the bill of exchange was executed, accepted and delivered to the Plaintiff at Mumbai, that the amount was payable at Mumbai and that the demand bill of exchange was dishonoured in Mumbai have not been denied. The entire cause of action has therefore, arisen within the jurisdiction of this Court.

3. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed.

3. Refund as per rules.

. For the purpose of refund of the court fees, the Prothonotary and Senior Master to act on an authenticated copy of this order.